

RECORDATION NO. 7604-A Filed & Recorded

MAR 17 1978 - 11 20 AM

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1974, SERIES 2
UNITED STATES COMMERCE COMMISSION

Supplemental Agreement

AGREEMENT dated as of the 16th day of January, 1978, between CITIBANK, N. A., a national banking association incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part.

WHEREAS, by a certain Equipment Trust Agreement dated as of September 1, 1974, (hereinafter called the "Agreement"), executed by First National City Bank (now named CITIBANK, N. A.), Trustee, and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1974, Series 2;" and

WHEREAS, by the terms of Article IV of said Agreement, the Trustee did lease to the Company the railroad equipment described in Schedule A to said Agreement; and

WHEREAS, certain of the cars included in the Trust Equipment so described have been destroyed by accident and the Company pursuant to Section 4.07 of said Agreement, pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased for replacement of said destroyed equipment one (1) caboose bearing Road No. FW&D173.

WHEREAS, pursuant to Section 4.07 of said Agreement the parties desire to subject said caboose to the terms and conditions of said Agreement;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Section 4.07 of said Agreement dated as of the 1st day of September, 1974, the Trustee has let and leased, and does hereby let and lease, to the Company one (1) caboose bearing Road No. FW&D173, under and subject to all the terms and conditions of said Agreement dated as of the 1st day of September, 1974, and the Company does hereby agree to accept delivery and possession of said caboose thereunder.

2. Said car number FW&D173 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Agreement in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Agreement, and shall

be subject to all the terms and conditions of said Agreement.

3. It is understood and agreed that except as otherwise provided in said Agreement dated as of September 1, 1974, the title to and ownership of said car numbered FW&D173 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.


5. This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto

and attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee

By



Senior Trust Officer

(SEAL)

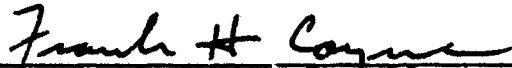
ATTEST:



Trust Officer

BURLINGTON NORTHERN INC.

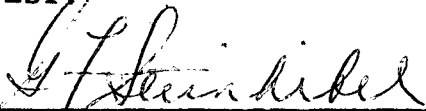
By



Executive Vice President-
Finance and Administration

(SEAL)

ATTEST:

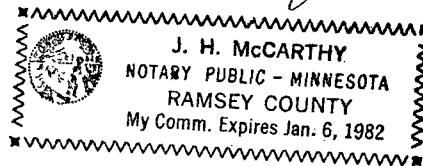


Assistant Secretary

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 13th day of February, 1978, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn says that he is an Executive Vice President-Finance and Administration of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy



STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 1st day of MARCH, 1978, before me personally appeared RALPH E. JOHNSON, to me personally known, who being by me duly sworn, says that he is a Senior Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Alice H. Shaw
ALICE H. SHAW
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Term Expires March 30, 1979